

Iowa Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2009

IOWA CO. / TEAMSTERS #238 (SHERIFF)

06-09

AGREEMENT

between

IOWA COUNTY  
SHERIFF'S OFFICE

and

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238,  
AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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July 1, 2006 to June 30, 2009

## TABLE OF CONTENTS

	Page
AGREEMENT .....	1
ARTICLE 1 - Recognition .....	2
ARTICLE 2 - Definitions .....	3
ARTICLE 3 - Management Rights .....	4
ARTICLE 4 - No Strike - No Lockout .....	5
ARTICLE 5 - Civil Service .....	6
ARTICLE 6 - Seniority .....	7
ARTICLE 7 - Procedure for Staff Reduction .....	9
ARTICLE 8 - Grievance Procedure and Arbitration ..	10
ARTICLE 9 - Stewards .....	12
ARTICLE 10 - Hours of Work .....	13
ARTICLE 11 - Overtime .....	14
ARTICLE 12 - Leaves of Absence .....	16
ARTICLE 13 - Holidays .....	20
ARTICLE 14 - Vacation .....	21
ARTICLE 15 - Dues Checkoff .....	23
ARTICLE 16 - Uniform Allowance .....	24
ARTICLE 17 - Insurance .....	25
ARTICLE 18 - Wages .....	28
ARTICLE 19 - Duration .....	29
Appendix A	30

IOWA COUNTY  
SHERIFF'S OFFICE  
AGREEMENT

THIS AGREEMENT is entered into by and between IOWA COUNTY, IOWA for the SHERIFF'S OFFICE, hereinafter called "Employer," and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called "Union".

ARTICLE 1  
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for the employees of the Employer in the following bargaining unit, pursuant to Order of Certification dated April 13, 1984, in PERB Case No. 2637, to-wit:

INCLUDED: All regular full time and regular part time Deputy Sheriffs, Dispatchers, and Radio Dispatcher/Data Base Manager, Jailers.

EXCLUDED: Sheriff, First Deputy, Second Deputy, and all other employees, excluded by Section 4 of the Public Employment Relations Act.

Section 2. The parties further agree that those employees added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement shall be recognized thereafter as included or not included within the bargaining unit as the case may be, pursuant to the Board's certification.

## ARTICLE 2 DEFINITIONS

Section 1. ACT means Iowa Public Employer Relations Act as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. Bargaining unit is the bargaining unit certified by the Public Employment Relations Board and defined in Article 1, Recognition, Section 1 thereof.

Section 4. A regular employee is an employee other than a temporary employee or a part time employee who has completed the probationary period.

Section 5. Probationary employee.

A. Civil Service Employee. A new employee in the Deputy Sheriff classification shall serve a probationary period of eight (8) consecutive months, unless the employee has attended a law enforcement academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, in which case the probationary period shall be four (4) consecutive months or until successful completion of the academy or training facility program, whichever is longer.

B. Non-Civil Service Employee. A new employee in the Communications Operator/Jailer classification shall serve a probationary period of six (6) months with the right of the Employer to request an extension of two (2) months.

Section 6. Part time employee is any person employed by the Employer on a continuing part time basis who is scheduled to work less than thirty (30) hours per week. When a part time employee works a total of four thousand one hundred sixty (4160) hours they shall receive full time pay and benefits.

Section 7. Temporary employee is any person employed by the Employer for a period of four (4) calendar months or less.

Section 8. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

Section 9. Qualified - pertinent criteria such as demonstrating skill, ability and competence as determined by the Employer.

### ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the Employer by law.

Section 2. The list of Management Rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority, and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out in this Article are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4  
NO STRIKE - NO LOCKOUT

Section 1. The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, unlawful picketing, boycotting, sit-ins, the unexcused absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 2. The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.



ARTICLE 5  
CIVIL SERVICE

Section 1. Chapter 341A, The Code, Civil Service For Deputy County Sheriffs, shall apply in all matters under its jurisdiction.

## ARTICLE 6 SENIORITY

Section 1. Seniority means an employee's length of regular full-time continuous service with the Employer since an employee's most recent date of hire.

Section 2. A part-time employee who works a minimum of 1200 hours per year, shall accrue seniority on a pro rata basis of 2080 hours for each year. Seniority shall be administered on a job classification basis.

Section 3. The Union shall be furnished with a seniority list and job classification showing all employees covered by this Agreement on or about July 1 of each year. Protest of errors and/or omissions from such a list must be made to the county within ten (10) working days from the date of providing the Union a list; otherwise the list will stand as being correct.

Section 4. A non-civil service employee shall lose seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Employee engages in other work while on personal leave of absence or gives a false reason for obtaining personal leave of absence.
- (d) One (1) day per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice.
- (e) Failure to secure proper leave of absence or failure to return by the expiration date of leave of absence properly granted. In cases of emergency, the period of leave may be extended by the Employer.
- (f) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records, unless otherwise agreed to. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

- (g) Seniority rights will be forfeited after the continuous period of layoff for one (1) year or for a period equal to the employee's seniority whichever is shorter.
- (h) Employee retires.
- (i) The employee is absent from work for any reason for over one (1) year or for a period of time equal to the employee's seniority, whichever is shorter. If off the job as a result of an on-the-job injury approved by a medical doctor, said employee's seniority and employment relationship will be broken and terminated after a time period of twelve (12) months has elapsed. The time limits may be extended by mutual agreement of the Employer and the Union.

Section 5. If an employee is transferred out of the bargaining unit, the employee's seniority continues to accumulate for up to one (1) year.

Section 6. After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 7  
PROCEDURE FOR STAFF REDUCTION

Section 1. When the working force is to be reduced, the Employer will select the job classification that is to be reduced. The employee with the least qualifications and ability will be removed first; when qualifications and ability are relatively equal, in the judgment of the Employer, the employee with the least seniority in the job classification affected will be removed. In all cases, part time, temporary and probationary employees will be laid off prior to any regular employee being laid off.

Section 2. On recall from layoff, an employee will be returned to work in the reverse order of layoff, if qualified to perform the work available. A temporary or probationary employee has no recall right.

Section 3. An employee to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing, sent by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility, at all times, to keep the Employer informed of the employee's current address and phone number while the employee is on a layoff. The employee must respond to such notice within three (3) days after receipt thereof and must actually return to work within ten (10) days after receipt of notice, unless the notice of recall specifies a later date for returning to work. In the event the employee fails to comply with the notice of recall in the time set out above, the employee shall be considered to have quit voluntarily.

ARTICLE 8  
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

Section 2. The parties agree that an orderly and expeditious resolution of grievances is desirable. All grievances that may arise between the Employer and an employee or the Union shall be adjusted in accordance with the following procedure:

Step 1. An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within the five (5) days following the event that gave rise to the occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within three (3) days following the oral discussion. Within ten (10) days after this Step 2 meeting, the Sheriff or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Sheriff.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) days after the date of the Sheriff's or his designated representative's answer given in Step 2.

Section 3. An aggrieved employee, at the employee's discretion, may elect to have a Union representative present at the grievance meeting(s).

Section 4. All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure.

Section 5. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specific time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it shall automatically be referred to Step 3.

Section 6. After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by mutual agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 7. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 8. The fees and expenses of the arbitrator will be shared equally by the Union and the Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 9. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 10. The time limits at any Step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement in writing of Union and Employer.

Section 11. The arbitrator shall not have the power, the authority, or the jurisdiction to accept or to decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Iowa code, as amended). In the event that an employee takes action through any governmental agency regarding a violation of an employee right or benefit under this contract, then any right to the grievance procedure under this contract shall be waived and no grievance shall be taken.

## ARTICLE 9 STEWARDS

Section 1. The Employer recognizes the Union's right to have a Steward, to be elected by the employees or appointed by the Union from among the employees in the unit.

Section 2. The authority of the Steward or alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The review and presentation of grievances with the Sheriff or his designated representative in accordance with the provisions of the collective bargaining Agreement.
- (b) The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
  - (1) have been reduced to writing;
  - (2) if not reduced to writing, are of a routine nature and do not involve any violation of the No Strike - No Lockout Article.

## ARTICLE 10 HOURS OF WORK

Section 1. The purpose of this Article is not to be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours or work shall be made by the Sheriff.

Section 2. The normal work day shift for Deputy Sheriffs is nine (9) hours, of which eight (8) shall be considered work time. The one (1) hour may be used for breaks and meals, at which time the employee will be off duty. Shifts may be changed to ten (10) or twelve (12) hour shifts with mutual agreement between the County and the Union.

Section 3. The normal work day shift for regular full time Communications Operators/Jailers will be eight (8) hours. Communications Operators/Jailers should receive two (2) consecutive days off every week if possible.

Section 4. Except in emergencies, the Employer shall give the employee at least two (2) work days notice of any changes in the work schedule.



## ARTICLE 11 OVERTIME

### A. Overtime.

Section 1. Overtime for Deputies will be compensated either in pay or as comp time at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week.

Section 2. Overtime for regular full time Communications Operators and Jailers will be compensated either in pay or as comp time at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in a week.

Section 3. Sections 1 and 2 will not be valid if the Employer and Union agree to work four (4) ten (10) hour days or twelve hour shifts, and overtime would commence after the employee would have actually worked in excess of ten (10) hours in a day.

Section 4. Part time Communications Operators and Jailers will be compensated either in pay or as comp time at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked in excess of forty (40) hours in any pay period.

Section 5. All overtime must be approved by the Sheriff. Overtime shall not be used to punish or reward employees. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 6. An employee can earn up to \$3,600.00 in overtime pay. Any overtime earned beyond this amount shall be taken as compensatory time.

Section 7. Paid leave for vacations and recognized paid holidays will not count as time worked for the purposes of computing overtime.

Section 8. Overtime compensation for a Deputy shall be figured on the yearly salary divided by 2080 hours. Overtime compensation for a Communication Operator and Jailers shall be figured on the Operator's hourly wage set out in this Agreement.

### B. Compensatory Time.

Section 1. The choice between compensatory time and pay shall rest with the employee. Compensatory time cannot be carried over from one fiscal year to the next fiscal year unless mutually agreed to and shall not exceed 480 hours.

Section 2. The parties recognize the importance of their positions and agree that if the amount of compensatory time gets too great, the parties will meet immediately to resolve the problem.

Section 3. All comp time is to be scheduled by mutual agreement of the Employer and the employee.

C. Call Back.

An employee called back after the employee's regular shift or before the employee's regular shift for reasons beyond the employee's control, shall be paid a minimum of two (2) hours pay at the employee's straight time hourly rate. Such hours will not constitute a day's work for the purpose of calculating overtime.

D. Court Time.

Section 1. Employees will be called upon to be available for depositions, a pre-trial conference in connection with criminal matters or in connection with civil matters to which the Employer is a party, where the employee may be involved as either the arresting officer or a material witness.

Section 2. The employee will not be given any additional pay if the time spent occurs during the normal working hours of the employee.

Section 3. No employee is to appear unless subpoenaed or ordered by the County Sheriff in writing, except for pre-trial conference with the City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Department of Public Safety.

Section 4. An employee required to appear for any of the above on the employee's off-duty hours will be paid for all hours at the appropriate rate of pay with a minimum of two (2) hours at the appropriate rate of pay or as compensatory time.

ARTICLE 12  
LEAVES OF ABSENCE

A. Sick Leave.

Section 1. A regular full-time and regular part-time employees shall be entitled to accrue sick leave based on full time equivalent service and the hours worked. Annual sick leave shall be accrued as follows:

10 days the first year  
11 days the second year  
12 days the third year  
13 days the fourth year  
14 days the fifth year  
15 days the sixth year and each subsequent year

Accumulate to 120 days.

Section 2. A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Section 3. Except in cases of emergency, when an absence due to sickness is necessitated, the employee shall notify the Employer at least two (2) hours prior to the beginning of the employee's scheduled reporting time.

Section 4. In the event an employee leaves employment with the Employer or upon the death of an employee, the employee or the employee's beneficiaries shall be paid up to a maximum 60 days (480 hours) of accumulated sick leave, provided that an employee, to be eligible to receive an employee's sick leave, must give the Employer two (2) weeks notice of employee's termination in the event that the employee quits or resigns employment with the Employer:

<u>YEARS</u>	<u>PERCENTAGE OF ACCRUED SICK LEAVE</u>
5	25%
10	50%
15	75%
20	100%

Those current employees who have accumulated sick leave beyond 480 hours will be allowed to maintain their sick leave accumulation as of 7/1/96. However, any employees who is beyond the 480 hours as of 7/1/96 will not be able to increase their sick leave accumulation.

Section 5. In case of sickness or disability, the employee may use the employee's accumulated sick leave with pay up to the time disability insurance takes over. In addition to disability insurance, the employee, upon written request, may use the employee's accumulated sick leave to supplement the disability pay. The disability benefit and the sick leave received shall not exceed the employee's regular pay.

Section 5A. Personnel will be allowed to voluntarily donate accumulated sick leave time to a co-worker when the co-worker's sick leave time has been exhausted and the co-worker has an illness that requires additional time off of work for illness. The maximum amount of hours an employee can donate to a co-worker for this purpose will be 40 hours per calendar year.

Section 6. Absences caused by incapacitation before, during, and after pregnancy are covered by sick leave. However, after the first two weeks of absence, the employee should apply for disability coverage being provided for by sick leave. Requested sick leave is granted when the pregnancy prevents the employee from performing her job duties. This request must be supported by competent medical determination. Accrued sick leave is only used for the portion of time during or following pregnancy in which the employee is incapacitated. If sick leave is exhausted or if more time is needed, accrued vacation and compensatory time may be used, or a request for unpaid sick leave may be made. Periods of absence when the employee is not incapacitated but wishes to care for the newborn child must be covered by available compensatory time, vacation leave, or leave without pay with the approval of the official.

#### Paternity Leave

Paternity leave shall be granted to an employee for a period of not more than three days for the delivery of a child. This leave shall be deducted from his sick leave.

Doctor, dental and optical appointments are covered by sick leave if an employee is unable to schedule an appointment at a time other than his/her normal working hours.

Up to five (5) days sick leave (total per calendar year) may be used for the temporary emergency care of ill or injured members of an employee's immediate family or for additional funeral leave for the employee's immediate family if approved by the Sheriff.

Section 7. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an employee elects in writing to use sick leave in any period for which an employee is receiving workers' compensation benefits for an on-the-job for the Employer, the Employer shall pay to such an employee the difference between the amount received from workers' compensation and eighty percent (80%) of the employee's regular pay. An employee may elect in writing to use sick leave to the extent it is available during the statutory waiting period. Any amounts

paid by the Employer to the employee under this section shall be charged against the employee's accumulated sick leave.

**B. Funeral Leave.**

Section 1. In the event of the death of the employee's spouse, children, stepchildren, mother or stepmother, father or stepfather the employee may take up to five (5) days funeral leave with pay to attend the funeral and to make necessary funeral arrangements.

Section 2. In the event of the death of the employee's father-in-law, mother-in-law, sister, brother, grandmother, grandfather, or grandchildren the employee may take up to three (3) days funeral leave with pay to attend the funeral and to make funeral arrangements.

Section 3. In the event of the death of the employee's brother-in-law, sister-in-law, aunt, or uncle the employee may take one (1) day funeral leave with pay to attend the funeral and to make funeral arrangements.

**C. Military Leaves.**

Section 1. The Employer shall comply with the provisions of S29A.28, Code of Iowa, as the same may be amended from time to time.

Section 2. The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

**D. Jury Duty.**

Section 1. An employee who is required to serve as a juror shall receive the employee's regular wages.

Section 2. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except mileage.

Section 3. When released from jury duty during working hours, the employee shall report to work within one (1) hour when possible.

**E. Leaves of Absence Without Pay.**

Section 1. A leave of absence without pay for up to six (6) months may be granted by the Employer for illness and other legitimate reasons as determined by the Employer.

Section 2. The Employer may, at its discretion, authorize a paid and/or unpaid leave of absence for an employee to attend a school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the Employer.

Section 3. If an employee is required by the Employer to attend a school, the Employer will pay all necessary and reasonable expenses. Such expenses will not exceed those allowed by the Board of Supervisors.

Section 4. An employee shall not accumulate seniority after the first consecutive thirty (30) days of unpaid leave of absence.

## ARTICLE 13 HOLIDAYS

Section 1. The following shall constitute holidays for purposes of this Article, to-wit:

New Year's Day	Labor Day
Martin Luther King Jr's. Birthday	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
2 Floating Holidays	

Section 2. Each holiday will be granted on the day the holiday actually occurs, provided that the Employer has the right to determine this date in the event of any ambiguity. The floating holiday shall be taken at a time that is mutually agreeable to the Employer and the employee.

Section 3. The regular full time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which the employee is actively at work.

Section 4. An employee required to work on any recognized paid holiday shall be paid time and one-half (1½) the employee's appropriate rate of pay for all hours worked, plus the paid holiday. Holiday pay will be at the employee's appropriate rate of pay.

Section 5. If a paid holiday falls on an employee's day off, in lieu of the holiday pay, the employee, at the Employer's discretion, may receive eight (8) hours of comp time.

Section 6. To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after each holiday.

Section 7. An employee on layoff is not eligible for holiday pay.

Section 8. If a recognized paid holiday falls during an employee's vacation, the employee will be paid the employee's regular rate of pay for the holiday and that day shall not count as a vacation day.

ARTICLE 14  
VACATIONS

Section 1. Regular full-time and regular part-time employees shall accrue annual vacation leave credit, based on regular full time equivalent service and prorated on a pay period basis. Annual vacation shall be accrued as follows:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>REGULAR VACATION</u>
Start date through 4 years	10 days
(beginning of the) 5 <sup>th</sup> through 11 years	15 days
(beginning of the) 12 <sup>th</sup> through 19 years	20 days
(beginning of the) 20 <sup>th</sup> through 24 years	22 days
(beginning of the) 25 <sup>th</sup> years	25 days

Section 2. All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment, unless approved in writing by the Sheriff. An employee shall be allowed to carry over one (1) week of a vacation period from one year to the next upon written request and approval of the Sheriff.

Section 3. If a recognized paid holiday falls during an employee's vacation, the employee will be paid the employee's regular rate of pay for the holiday and that day shall not count as a vacation day.

Section 4. The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in the Sheriff's judgment, it is necessary for the efficient operation of the department. Each year, on or before May 15, an employee will make vacation request to the Sheriff for the following twelve (12) month period, or if not eligible for vacation on that date, within thirty (30) days of the date that the employee becomes eligible for vacation. When vacation schedule requests conflict, prior to May 15, seniority will govern; after May 15, all vacations will be granted on a first come-first serve basis, provided that the request does not conflict with a previously granted vacation. No vacation will normally be granted between December 20 and January 15. Vacation time will normally be taken in weekly increments, unless approved in smaller segments.



Section 5. Upon termination, resignation or layoff from the County service, an employee shall be paid for all unused vacation at the time of termination; however, an employee who quits without a minimum of two (2) weeks advance notice to the Employer, or is discharged for proper cause, shall forfeit vacation pay earned but not taken during that year.

Section 6. A day's vacation pay will be at eight (8) hours straight time.

ARTICLE 15  
DUES CHECKOFF

Section 1. The Employer agrees to deduct Union dues and initiation fees from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefor, signed by the employee, which written order shall be from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days written notice to the Employer and the Union of cancellation of said allowable deduction. Said Union dues and initiation fees shall be remitted to the Union.

Section 2.. The Employer will not enter into an agreement with any individual employee which is in conflict with the terms and provisions of this Agreement.

Section 3. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union from an employee's pay. Deductions shall be made from the last paycheck of each month and remitted to the Union within twenty (20) days thereafter.

Section 4. The Employer agrees to make Teamster's Local 238 Credit Union deductions when proper authorization is provided by the employee. The Employer agrees to deduct each pay period and remit to the Credit Union office. The deduction must remain relatively the same and may be changed with a thirty (30) day advance written notice to the Employer.

ARTICLE 16  
UNIFORM ALLOWANCE

Section 1. The Employer will grant each eligible full time Deputy a uniform credit of four hundred fifty dollars (\$450.00) per year for the purpose of purchasing the required uniforms.

Section 2. The Employer will grant each eligible full time Communications Operator/Jailer a uniform credit of two hundred dollars (\$200.00) per year for the purpose of purchasing the required uniforms.

## ARTICLE 17 INSURANCE

### A. Health Insurance

Section 1. An employee, including a probationary employee, is eligible for single person coverage for hospitalization and major medical benefits as provided under the plan acquired by the Employer and paid for in full by the Employer. The employee shall pay any deductible cost or co-insurance cost as set out in the policy.

Section 2. An employee may elect dependent insurance coverage and the Employer shall pay eighty percent (80%) of the dependent insurance premium. The employee electing dependent insurance coverage shall pay the balance of the premium. The term dependent insurance coverage premium for purposes of this section means the amount of premium required to be paid over and above the single premium in order to insure the employee's dependents. The employee shall pay any deductible cost or co-insurance cost as set out in the policy. July 1, 2007 the employer shall pay eighty-five percent (85%) of the dependent insurance premium.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

Section 4. Sections 1 and 2 state that the employee shall pay any deductible cost or co-insurance cost as set out in the policy; effective June 1, 2003 the deductible cost of the new policy is \$250/\$1,500 and the maximum out-of-pocket cost of the new policy is \$500/\$1,000.

### B. Dental Insurance

Section 1. An employee, including a probationary employee, is eligible for single person coverage for dental benefits as provided under the plan acquired by the Employer and paid for in full by the Employer.

Section 2. An employee shall pay the entire premium for dependent insurance coverage if an employee elects to take dental dependent coverage. The term dependent insurance coverage for purposes of this section means the amount of premium required to be paid over and above the single premium in order to insure the employee's dependents.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

### C. Life and Disability Insurance

Section 1. An eligible employee will be provided with \$15,000.00 life insurance coverage, and the cost of this insurance shall be paid by the Employer. An eligible employee will also be provided with disability insurance, which disability insurance shall cover sixty percent (60%) of the employee's wage for a maximum of twenty-six (26) weeks. There will be a waiting period on disability insurance before said coverage is available of fourteen (14) days after the disability occurs. The employee shall also be covered under said disability insurance in the amount of \$15,000.00 for accidental death and dismemberment. The cost of the disability insurance shall also be paid by the Employer. As of 8/1/2000 the Employer implemented a long term disability policy to coincide with the short term disability policy.

Section 2. A new employee shall become eligible for this benefit following satisfactory completion of their probationary period, or the waiting period set out in the Employer's master plan covering the employees, whichever period is less.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

### D. Vision Insurance

Section 1. An employee, including a probationary employee, is eligible for single person coverage for vision benefits as provided under the plan acquired by the Employer and paid for in full by the Employer.

Section 2. The employee shall pay the entire premium for dependent vision coverage if an employee elects to take vision dependent coverage. The term dependent insurance coverage for purposes of this section means the amount of premium required to be paid over and above the single premium in order to insure the employee's dependents.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

E. Insurance Coverage on Leave of Absence. A regular full time employee on authorized leave of absence without pay may continue to carry the Employer's health, dental, vision and life and disability insurance coverage by making arrangements with the payroll department in the Auditor's office and paying the full cost thereof on or before the due date of each monthly premium. This arrangement will not be available to the employee if coverage of the employee is not possible under the insurance plan carried by the Employer due to the employee's leave of absence.

F. Comprehensive Liability Insurance

Section 1. The Employer will provide a comprehensive liability insurance program that is comparable to the insurance currently in effect for all regular full-time and regular part-time employees.

ARTICLE 18  
WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

ARTICLE 19  
DURATION

This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2009, and shall continue in full force and effect from time to time thereafter unless written notice to change or modify the Agreement is served by either party hereto prior to the date of expiration between September 1 and September 15.

Dated this 7<sup>th</sup> day of April, 2006

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

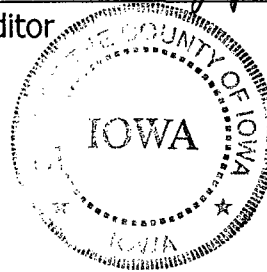
By [Signature]  
Secretary-Treasurer

IOWA COUNTY, IOWA

By [Signature]  
Chairperson

Attested to by:

[Signature]  
Auditor





APPENDIX A  
Wage Schedule - Effective July 1, 2006

Section 1. Deputy Sheriffs

Starting	65% of the Sheriff's salary
After 3 months	68% of the Sheriff's salary
After 6 months	70% of the Sheriff's salary
After completion of their probationary period	75% of the Sheriff's salary
After 2 years	80% of the Sheriff's salary
After 3 years	82% of the Sheriff's salary

- 2) If an applicant for a position as a Deputy Sheriff has had prior experience, the Sheriff, at his discretion, may grant the applicant an additional ten percent (10%), provided that the Deputy Sheriff's pay shall not exceed 82% of the Sheriff's salary.
- 3) A Sergeant's annual base salary shall not exceed 85% of the annual base salary of the Sheriff.

Section 2. Communication Operator

Full Time	7-1-2006	7-1-2007	7-1-2008
Probationary period	\$13.59 an hour	\$14.13 an hour	\$14.70 an hour
After 8 months	\$14.36 an hour	\$14.93 an hour	\$15.53 an hour
After 1 year	\$15.22 an hour	\$15.83 an hour	\$16.46 an hour
After 2 years	\$16.08 an hour	\$16.72 an hour	\$17.39 an hour
Part Time	7-1-2006	7-1-2007	7-1-2008
Beginning 0-1040 hours	\$13.35 an hour	\$13.88 an hour	\$14.44 an hour
1041-2080 hours	\$13.73 an hour	\$14.28 an hour	\$14.85 an hour
2081-4160 hours	\$14.14 an hour	\$14.71 an hour	\$15.30 an hour
over 4160 hours	\$14.52 an hour	\$15.10 an hour	\$15.70 an hour

Section 3. Communication Operator/Data Base Manager

An employee in this classification will be paid \$.50 per hour more than the employee would have earned as a Communication Operator under the provisions of Section 2 above.

Section 4. Jailers

Full Time	7-1-2006	7-1-2007	7-7-2008
Probationary Period	\$13.24 an hour	\$13.77 an hour	\$14.32 an hour
After 6 months	\$13.80 an hour	\$14.35 an hour	\$14.92 an hour
After 1 year	\$14.34 an hour	\$14.91 an hour	\$15.51 an hour
After 1 ½ years	\$14.90 an hour	\$15.50 an hour	\$16.12 an hour
After 2 years	\$15.44 an hour	\$16.06 an hour	\$16.70 an hour

\* In this classification, the head jailer shall be paid an additional \$1.00 per hour more.

#### Section 5. Shift Premium

A shift premium of ten cents (\$.10) per hour will be paid to employees who are assigned to work third shift only. Other shifts shall not be eligible for shift premium if employees work into third shift or start work into third shift, there will be no premium pay.

This shift premium covers the classification of Deputy Sheriffs, communication operator, and jailers.